

INVITATION FOR BID (IFB)
F ROUND ROCK PURCHASING OFFICE
221 E. Main Street
Round Rock, Texas 78664-5299

**BIDS ARE DUE TO THE PURCHASING OFFICE
AT THE ABOVE ADDRESS BEFORE BID
OPENING TIME.**

FACSIMILE RESPONSES
SHALL NOT BE ACCEPTED

INVOICE TO:

City of Round Rock
Accounts Payable
221 East Main Street
Round Rock, Texas 78664-5299

**SHOW BID OPENING DATE & BID
NUMBER IN LOWER LEFT HAND
CORNER OF SEALED BID
ENVELOPE & SHOW RETURN
ADDRESS OF BIDDING FIRM.**

BIDDING INFORMATION: Sludge Hauling	
BID NUMBER	07-065
OPENING DATE:	8/28/07 at 3:00 P.M.
BID LOCATION:	221 E. Main Street, 1st Floor Council Chambers, Round Rock, TX 78664

RETURN SIGNED ORIGINAL AND ONE COPY OF BID

BIDDER SHALL SIGN BELOW

Failure to sign bid will disqualify bid

Authorized Signature

Date

Print Name

BID F.O.B. DESTINATION
DESTINATION:
City of Round Rock
Water Treatment Plant
5494 N. IH 35
Round Rock, Texas 78681

SEE 1.7 OF BIDDING INSTRUCTIONS ATTACHED	
TAX ID NO.:	
LEGAL BUSINESS NAME:	
ADDRESS:	
ADDRESS:	
CONTACT:	
TELEPHONE NO.:	
BUSINESS ENTITY TYPE:	

Best Bid Evaluation: All bids received shall be evaluated based on the Best Value for the City, which will be determined by considering all or part of the following criteria: Bid Price, Reputation of Bidder, Extent to which the Goods or Services meet the City's needs, and Bidder's Past Relationship with the City; as well as any relevant criteria listed in the attached Specification Number 06-968-73, dated August 2006 (11 pages).

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS SET FORTH BELOW AND ON THE REVERSE SIDE OF THIS IFB.

ITEM #	CLASS & ITEM	DESCRIPTION	BID METHOD	PRICE
1	OPTION 1: City to furnish and install liner	Twenty (20) yard, open top, roll-off type containers	Per haul	\$
2	OPTION 2: City to furnish and install liner	Twenty (20) yard, open top, roll-off type containers	Per pound	\$
3	OPTION 3: City to furnish and install liner	Twenty (20) yard, open top, roll-off type containers	Per ton	\$

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the bid made to any competitor or any other person engaged in such line of business."

**ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID
ANY EXCEPTIONS THERETO MUST BE IN WRITING**

1. BIDDING REQUIREMENTS:

- 1.1 Bidding requires pricing per unit shown and extensions. If trade discount is shown on bid, it should be deducted and net line extensions shown. Bidders guarantees product offered will meet or exceed specifications identified in this Invitation For Bid (IFB).
- 1.2 Bids should be submitted on this form. Each bid shall be placed in a separate envelope completely and properly identified. See instructions on reverse side. Bids must be in the office of the City Purchasing Agent before the hour and date specified on the reverse side of this IFB.
- 1.3 Late bids properly identified will be returned to bidder unopened. Late bids will not be considered.
- 1.4 Bid F.O.B. destination, freight, prepaid, & allowed unless otherwise specified on the IFB. If otherwise, show exact cost to deliver.
- 1.5 Bid unit price on quantity and unit of measure specified, extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increase will not be considered.
- 1.6 Bid prices shall be firm for acceptance 30 days from bid opening date. "Discount from List" bids are not acceptance unless requested. Cash discount will not be considered in determining the low bid. All cash discounts offered will be taken if earned.
- 1.7 Bids shall give Tax Identification Number, full name and address of bidder. Failure to sign will disqualify bid. Person signing bid shall show title and authority to bind signatories firm in a contract. Firm name should appear on each page in the block provided in the upper right corner. Business Entity shall be one (1) of the following: Individual, Partnership, Sole Proprietorship, Estate/Trust, Corporation, Governmental. Non-profit, all others shall be specified. **INDIVIDUAL:** List name and number as shown on Social Security Card. **SOLE PROPRIETORSHIP:** List legal name followed by legal business name and Social Security Number. **ALL OTHERS:** List legal name of entity and Tax Identification Number (Tin).
- 1.8 Bid cannot be altered or amended after opening time. Any Alterations made before opening time shall be initialed by bidder or an authorized agent. No bid can be withdrawn after opening time without approval of the CITY based on a written acceptable reason.
- 1.9 The City is exempt from State Sales Tax and Federal Excise Tax. Do not include tax in bid.
- 1.10 The City reserves the right to accept or reject all or any part of bid, waive minor technicalities and award the bid to best serve the interests of the City, Split awards may be made at the sole discretion of the City.
- 1.11 Consistent and continued tie bids could cause rejection of bids by the City and/or investigation for antitrust violations.
- 1.12 Telephone bids and facsimile bids are not acceptable in response to the IFB.
- 1.13 **CAUTION:** Bid invitation allows sufficient time for receipt of the preferred mail response. The City shall not be responsible for bids received late, illegible, incomplete, or otherwise non-responsive

2. SPECIFICATION:

- 2.1 Any catalog, brand name or manufacturer's reference used in IFB is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under the provisions of Section 252.022 of the Texas Local Government Code. If other than brand(s) specified is offered, illustrations and complete descriptions of product offered are requested to be made a part of the bid. If bidder takes no exceptions to specifications or reference data in bid, bidder will be required to furnish brand names, numbers, etc, as specified in the IFB.
- 2.2 All items bid shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Verbal agreements to the contrary will not be recognized.
- 2.3 Samples, when requested, must be furnished free of expense to the City. If not destroyed in examination, they will be returned to the bidder, on request, at bidder expense. Each example should be marked with bidders' name and address, City bid number and code. Do not enclose in or attach to bid.
- 2.4 The City will not be bound by any oral statement or representation contrary to the written specifications of this IFB.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS: In case of tie bids, the award will be made in accordance with Section 271.901 of the Texas Local Government Code.

4. DELIVERY:

- 4.1 Bid should show number of days required to place material in City's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. (See 4.2 following.)
- 4.2 If delay is foreseen, contractor shall give written notice to the City. The City has the right to extend delivery date if reasons appear valid. Contractor must keep the City advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting contractor.
- 4.3 No substitutions or cancellations permitted without written approval of the City.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the City, unless otherwise specified in the IFB.

5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the City to the extent practicable at all times and places. Authorized City personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests may be performed on samples submitted with the bid or on samples taken from regular shipments. If the products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods, which have been delivered and rejected in whole or in part, may, at the City's option, be returned to the Vendor or held for disposition at Vendor's risk and expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT: A response to an IFB is an offer to contract with the City based upon the terms, conditions, and specifications contained in the IFB Bids do not become contracts unless and until they are accepted by the City through its designates and a purchase order is issued. The contract shall be governed, construed, and interpreted under the Charter of the City and the laws of State of Texas. All contracts are subject to the approval of the City Council.

7. PAYMENT: Vendor shall submit three (3) copies of an invoice showing the purchase order number on all copies.

8. PATENTS AND COPYRIGHTS: The contractor agrees to protect the City from claims involving infringements of patents or copyrights.

9. VENDOR ASSIGNMENTS: Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract, which arise under the antitrust laws of the State of Texas. Tx, Bus. And Comm. Code Ann. Sec. 15.01, et seq. (1967).

10. BIDDER AFFIRMATION:

- 10.1 Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
- 10.2 The bidder has not given, offered to give, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a public servant in connection with the submitted bid.
- 10.3 The bidder is not currently delinquent in the payment of any debt owed the City.
- 10.4 Neither the bidder nor the firm, corporation, partnership, or any entity represented by the bidder, or anyone acting for such firm, corporation, or entity has violated the antitrust laws of this State codified in Section 15.01 et. Seq. Texas Business and Commercial Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor, or any other person engaged in such line of business.
- 10.5 The bidder has not received compensation for participation in the preparation of the specification for this IFB.

11. NOTE TO BIDDERS: Any terms and conditions attached to bid will not be considered unless the bidder specifically references them on the front of this bid form. **WARNING:** Such terms and conditions may result in disqualification of the bid (e.g. bids with the laws of a state other than Texas requirements for prepayment. Limitations on remedies, etc.) The City of Round Rock can only accept bids which contain all the terms and conditions of its formal IFB; in particular, all bidders affirmations and certifications must be included. Submission of bids on forms other than City bid form may result in disqualification of your bid.

12. INQUIRIES: Inquiries pertaining to bid invitations must give bid number, codes, and opening date.

REFERENCE SHEET

Please Complete and Return This Form with the Solicitation Response

SOLICITATION NUMBER: IFB 07-065 – SLUDGE HAULING

BIDDER'S NAME: _____ **DATE:** _____

Provide the name, address, telephone number and point of contract of at least three firms that have utilized similar service for at least 2 year. References may be checked prior to award. Any negative responses received may result in disqualification of bid.

1. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____
2. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____
3. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____
4. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FROM AWARD.

**CITY OF ROUND ROCK
WATER TREATMENT PLANT SLUDGE HAULING**

PART I

1. **PURPOSE:** The City seeks to contract with a qualified bidder to provide all goods and labor to haul and dispose of sludge from a City owned facility (**Water Treatment Plant**).
2. **DEFINITIONS:** The following definitions shall be used for identified terms throughout the specification and bid document:
 - 2.1. Bidder identified throughout this specification shall describe persons and entities that consider themselves qualified to provide the goods, equipment or services.
 - 2.2. City – Identifies the City of Round Rock (Purchaser), Williamson and Travis Counties, Texas.
 - 2.3. Contract – A mutually binding legal document obligating the Contractor to furnish the goods, equipment or services, and obligating the City to pay for it.
 - 2.4. Contractor – A person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from a contract or purchase order.
 - 2.5. Goods represent materials, supplies, commodities and equipment.
 - 2.6. Purchase Order - is an order placed by the Purchasing Office for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
 - 2.7. Subcontractor - Any person or business enterprise providing goods, equipment, labor, and/or services to a Contractor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Contractor's obligations arising from a contract with the City.
3. **CLARIFICATION:** For clarification of specifications, bidders may contact:
Randy Barker
Purchasing Supervisor
City of Round Rock
Telephone: 512-218-3295

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to bid opening without written approval of the City of Round Rock through the Purchasing Division.

PART II

GENERAL TERMS AND CONDITIONS

1. The Contractor shall provide all labor and goods necessary to perform the project. The Contractor shall employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor.

2. The Contractor shall be responsible for damage to the City's equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Contractor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.
3. The City is committed to maintaining an alcohol and drug free workplace. Possession, use, or being under the influence of alcohol or controlled substances by Contractor, Contractor's employees, subcontractor (s') or subcontractor (s') employees while in the performance of the service is prohibited. Violation of this requirement shall constitute grounds for termination of the service.
4. **BEST BID EVALUATION:** All bids received shall be evaluated based on the best value for the City. Best value will be determined by considering all or part of the criteria listed, as well as any relevant criteria specifically listed in the solicitation.
 - 4.1. Bid price.
 - 4.2. Reputation of the bidder and of bidder's goods and services.
 - 4.3. The quality of the bidder's goods or services.
 - 4.4. The extent to which the goods or services meet the City's needs.
 - 4.5. Bidder's past relationship with the City. All vendors will be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, late delivery.
5. **AGREEMENT:** The term of the Agreement, resulting from this Invitation for Bid, shall be for three (3) twelve-month periods of time from the date of award. Prices shall be firm for the duration of the Agreement, except as provided for herein. This agreement may be renewed for two (2) additional periods of time not to exceed twelve months for each renewal.
6. **VENDOR PERFORMANCE:** The City Manager reserves the right to review the Vendor's performance at the end of each twelve month agreement period and to cancel all or part of the Agreement (without penalty) or continue the agreement through the next period.
7. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City Manager may effect such termination by giving Contractor a written notice of termination at the end of its then current fiscal year.
8. **CANCELLATION:** The City reserves the right to cancel the Agreement without penalty by providing 30 days prior written notice to the other party. Contractor shall provide the City with 120 days written notice prior to cancellation of the Agreement and shall continue services for a period of time not to exceed 120 days after written notification. Termination under this paragraph shall not relieve the Contractor of any obligation or liability that has occurred prior to cancellation.
NOTE: This Agreement is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.
9. **COMPLIANCE WITH LAWS:** The successful bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Contractor shall furnish the City with satisfactory proof of its compliance.

10. **ABANDONMENT OR DEFAULT:** A Contractor who abandons or defaults the work on the agreement and causes the City to purchase the services elsewhere may be charged the difference in service if any and shall not be considered in the re-advertisement of the service and may not be considered in future bids for the same type of work unless the scope of work is significantly changed.
11. **CODES, PERMITS AND LICENSES:** The successful bidder shall comply with all National, State and Local standards, codes and ordinances and the terms and conditions of the services of the electric utility, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations (City of Round Rock fees and costs shall be waived).
12. **INDEMNITY:** Contractor shall indemnify, save harmless and defend the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees incident to the performance of the resulting agreement and arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees.
13. **INSURANCE:** The successful Proposer shall meet or exceed ALL insurance requirements set forth by the City of Round Rock as identified in **Attachment A** to the specifications. Any additional insurance requirements of participating or cooperative parties will be included as subsequent Attachments and shall require mandatory compliance.
14. **LIENS:** Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the Contractor or subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
15. **VENUE:** Both the City and the Contractor agree that venue for any litigation arising from a resulting agreement shall lie in Williamson County, State of Texas.
16. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the Contractor shall not be considered an employee of the City. The Contractor shall not be within protection or coverage of the City's Worker' Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that the City from time to time may have in force and effect.

PART III

SPECIFICATIONS

1. **SCOPE:** This specification describes the transportation, handling, and disposal of water treatment sludge from the City's Water Treatment Plant, 5494 N. IH 35, Round Rock, Texas 78681.
 - 1.1 The contractor is to provide all equipment and process machinery as well as all trucks or other suitable containers, supplies, personnel and all other requirements necessary for removing, hauling and disposing of liquid or dewatered sludge from the Water Treatment Plant in accordance with the attached specifications.
2. **STATEMENT OF INTENT:** These specifications cover only the general requirements as to the hauling and disposal of sludge. Bidders shall be responsible for providing the service that meets

or exceeds all of the requirements as set forth herein, as well as provide equipment that is designed for the intended application.

3. **BIDDER QUALIFICATIONS:** The opening of a bid will not be construed as the City's acceptance of such bidder as qualified or responsible. The City reserves the right to determine the bid deemed to be the best value for the City from information submitted with the bid. All bidders shall furnish the following information at a minimum:

- 3.1 References: Provide the name, address, telephone number and point of contact of at least three firms that have utilized same or similar services for at least 2 years. References may be checked prior to award. Any negative responses received may result in disqualification of bid or detrimental scoring in Best Value evaluation process.
- 3.2 Identify any subcontractors to be used for this project. Experience, qualifications and references of the subcontractors shall be submitted. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.

4. **MATERIAL DESCRIPTION:**

- 4.1 The City of Round Rock water treatment plant sludge is:
- 4.1.1. A byproduct of the treatment of surface water.
- 4.1.2. Non-hazardous and suitable for disposal in a municipal solid waste landfill.
- 4.1.3. Dewatered by a belt filter press to yield a cake that is typically greater than 10% solid.
- 4.1.4. Typically contains aluminum, manganese and other trace metals in small amounts.

5. **CONTAINER SPECIFICATIONS:**

- 5.1. The vendor shall provide, as part of the handling, transport and disposal service, a twenty (20) yard, open top, roll-off type container that shall be stationed at the Water Treatment Plant at all times.
- 5.1.1. The Container shall be used only for the collection and transportation of The City's Water Treatment Plant sludge.
- 5.1.2. If the container is used for any other purposes, it shall be washed clean prior to use at The City's Water Treatment Plant.
- 5.1.3. The container shall be placed at the Water Treatment Plant facility within the designated parking area as directed by WTP personnel.
- 5.1.4. The container shall be sealed and leak proof. The City is seeking bids reflecting pricing for:
- 5.1.4.1. Lining furnished and installed by City
- 5.1.4.2. Lining furnished and installed by vendor
- 5.1.5. The container shall be constructed of materials that shall not leach or corrode or in any way cause The Water Treatment Plant sludge to become contaminated or deemed hazardous.
- 5.1.6. The Contractor shall repair or replace damaged or worn containers or components, within five (5) working days of request by the City.
- 5.1.7. The container shall have wheels or rollers on the bottom at all four corners.

- 5.1.7.1. Successful bidder shall provide an additional twenty (20) yard, open top, roll-off type container meeting the above specifications for weekend availability if requested by City.

6. **SLUDGE TRANSPORT:**

- 6.1. The transport of water treatment plant sludge shall be compliant with all applicable laws.
- 6.1.1. Each load of material shall be accompanied by a completed waste manifest.
- 6.1.2. The Contractor shall take extreme care to avoid spills during the sludge transportation. If they occur, spills shall be cleaned up immediately at the Contractor's expense, to the satisfaction of the appropriate regulatory authority. The City assumes no liability for damages, which may occur as a result of spills.
- 6.1.3. The Contractor shall transport the dewatered sludge directly from The Water Treatment Plant to the authorized disposal site. Under no circumstances shall the Contractor be allowed to make any additional stops in transit to the authorized disposal site to haul any payload other than the dewatered sludge. The contents of the hauling units shall be checked at the authorized disposal site for conformance with the manifest that shall accompany each load.
- 6.1.4. Any spills, moving violations or other citations are the responsibility of the contractor.

7. **DISPOSAL:**

- 7.1. The City prefers beneficial reuse of the Water Treatment Plant sludge over disposal in a solid waste landfill.
- 7.2. The Contractor shall obtain approval from the City for a disposal method other than land filling in a municipal solid waste landfill.
- 7.3. The Contractor shall provide the name, location and operator of the proposed disposal site.

8. **TYPICAL SLUDGE ANALYSIS:**

Analyses	Result	RL	Qual Units	TCLP Units	DF
TCLP MERCURY		SW1311/7470 A			
Mercury	ND	0.00200	mg/L	0.2	1
TCLP METALS		SW1311/6020			
Aluminum	ND	0.300	mg/L		1
Arsenic	ND	0.0600	mg/L	5	1
Barium	0.514	0.100	mg/L	100	1
Cadmium	ND	0.0100	mg/L	1	1
Chromium	ND	0.0600	mg/L	5	1

Lead	ND	0.0100	mg/L	5	1
Selenium	ND	0.0600	mg/L	1	1
Silver	ND	0.0200	mg/L	5	1

ND – Not detected at the Reporting Limit

9. SLUDGE UNLOADING:

- 9.1.** The contractor shall be responsible for safely unloading dewatered sludge at the authorized disposal site.
- 9.2.** The Contractor shall comply with all the requirements stipulated by disposal site personnel in the unloading of the dewatered sludge.
- 9.3.** The City does not guarantee ground surface conditions at the authorized disposal site during unloading.
- 9.4.** The Contractor shall make safe unloading a major consideration in his selection of hauling equipment.

10. HAULING SCHEDULE:

- 10.1.** Hauling operations shall be performed between 6:00 a.m. and 5:00 p.m. Monday through Friday.
- 10.2.** The City will notify the contractor when a pickup is necessary.
 - 10.2.1.** Successful bidder shall remove loads no later than the following business day within the normal operating hours of the City after notification.

11. PROJECT ADMINISTRATOR: All work performed under the contract will be supervised and verified by the City representative noted below or their designee:

Kim Lutz, Senior Utility Services Manager at (512) 218-5586

PART IV

SERVICE, ACCEPTANCE AND PAYMENT

- 1. SERVICE:** The successful bidder shall respond to a request for service:
 - 1.1** Within 12 hours of notification for telephone service and/or maintenance conflict.
 - 1.2** Within 24 hours of notification for on-site service and/or maintenance.
- 2. ACCEPTANCE:** Acceptance inspection should not take more than five working days. The vendor will be notified within this time frame if the service is not in full compliance with the specifications. If any purchase order is cancelled for non-acceptance, the needed service may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
- 3. TERMINATION FOR CONVENIENCE:** The City Manager may terminate this Agreement at the City's convenience with advance written notice to the Contractor. In addition, a cancellation may be made at the City Manager's discretion upon the issuance of a notice or order of any governmental body, agency or court of competent jurisdiction relating in any way to the subject matter of this Agreement. In case of such cancellation, the Contractor agrees to immediately

remove, at its expense, all supplies and equipment utilized or stored at the plant site within ten (10) working days of receiving written notice from the City.

4. **INVOICING:** Contractor shall submit one original and one copy of each invoice on a monthly basis to the following address:

**City of Round Rock
Accounts Payable
221 East Main Street
Round Rock, TX 78664-5299**

5. **PROMPT PAYMENT POLICY:** Payments will be made within thirty days after the City receives the supplies, materials, equipment, or the day on which the performance of services was completed or the day on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Contractor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:

- 5.1 There is a bona fide dispute between the City and Contractor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- 5.2 The terms of a federal agreement, grant, regulation, or statute preventing the City from making a timely payment with Federal Funds; or
- 5.3 There is a bona fide dispute between the Contractor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 5.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

6. **OVERCHARGES:** Contractor hereby assigns to the City of Round Rock (Purchaser) any and all claims for overcharges associated with this agreement which arise under the antitrust laws of the United States, 15 USGA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Bus. and Com. Code, Section 15.01, et seq.

ATTACHMENT A
CITY OF ROUND ROCK
INSURANCE REQUIREMENTS

1. **INSURANCE:** The Vendor shall procure and maintain at its sole cost and expense for the duration of the contract or purchase order resulting from a response to this bid/Specification insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of this bid by the successful bidder, its agents, representatives, volunteers, employees or subcontractors.
 - 1.1. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
 - 1.2. The following standard insurance policies shall be required:
 - 1.2.1. General Liability Policy
 - 1.2.2. Automobile Liability Policy
 - 1.2.3. Worker's Compensation Policy
 - 1.3. The following general requirements are applicable to all policies:
 - 1.3.1. Only insurance companies licensed and admitted to do business in the State of Texas shall be accepted.
 - 1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - 1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
 - 1.3.4. Upon request, certified copies of all insurance policies shall be furnished to the City
 - 1.3.5. Policies shall include, but not be limited to, the following minimum limits:
 - 1.3.5.1. Minimum Bodily Injury Limits of \$300,000.00 per occurrence.
 - 1.3.5.2. Property Damage Insurance with minimum limits of \$50,000.00 for each occurrence.
 - 1.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$50,000.00 for each occurrence.
 - 1.3.5.4. Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.
 - 1.3.6. Coverage shall be maintained for two years minimum after the termination of the Contract.
 - 1.4. The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Vendor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. All insurance and bonds shall meet the requirements of the bid specification and the insurance endorsements stated below.
 - 1.5. Vendor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:

- 1.5.1. Provide for an additional insurance endorsement clause declaring the Vendor's insurance as primary.
- 1.5.2. Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.
- 1.5.3. Provide thirty days notice to the City of cancellation, non-renewal, or material changes
- 1.5.4. Remove all language on the certificate of insurance indicating:
 - 1.5.4.1. That the insurance company or agent/broker shall endeavor to notify the City; and,
 - 1.5.4.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.
- 1.5.5. Provide for notice to the City at the addresses listed below by registered mail:
- 1.5.6. Vendor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- 1.5.7. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- 1.5.8. All copies of the Certificate of Insurance shall reference the project name, bid number or purchase order number for which the insurance is being supplied.
- 1.5.9. Vendor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.
- 1.5.10. All notices shall be mailed to the City at the following addresses:

Assistant City Manager City of Round Rock 221 East Main Round Rock, TX 78664-5299	City Attorney City of Round Rock 309 East Main Round Rock, TX 78664
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6. WORKERS COMPENSATION INSURANCE

- 6.1. Texas Labor Code, Section 406.098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
 - 6.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 6.1.2. Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR'S /person's work on the project has been completed and accepted by the OWNER.
- 6.2. Persons providing services on the project ("subcontractor") in Section 406.096 - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not

include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 6.3.** The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
- 6.4.** The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the contract.
- 6.5.** If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.
- 6.6.** The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:
 - 6.6.1.** a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 6.6.2.** no later than seven calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 6.7.** The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 6.8.** The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 6.9.** The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 6.10.** The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
 - 6.10.1.** provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;
 - 6.10.2.** provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
 - 6.10.3.** provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 6.10.3.1.** obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - 6.10.3.1.1.** a certificate of coverage, prior to the other person beginning work on the project; and
 - 6.10.3.1.2.** a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project

- 6.10.3.2.** retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6.10.3.3.** notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 6.10.3.4.** contractually require each person with whom it contracts, to perform as required by paragraphs (A thru G), with the certificates of coverage to be provided to the person for whom they are providing services.
- 6.10.3.5.** By signing the solicitation associated with this specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 6.10.3.6.** The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the owner.